

## COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. \_\_\_\_\_

First Reading February 8, 2010

Case/Project No.: FY10-13

Resolution No. 10-39

Applicant: Matthew Cox, City Engineer

### SUBJECT/TITLE

Council consideration of a resolution setting a public hearing for 7:00 p.m. on February 22, 2010, for the So. 24<sup>th</sup> Street Improvements – Phase I from the north property line of Sapp Brothers north to 23<sup>rd</sup> Avenue. Project #FY10-13.

### BACKGROUND/DISCUSSION

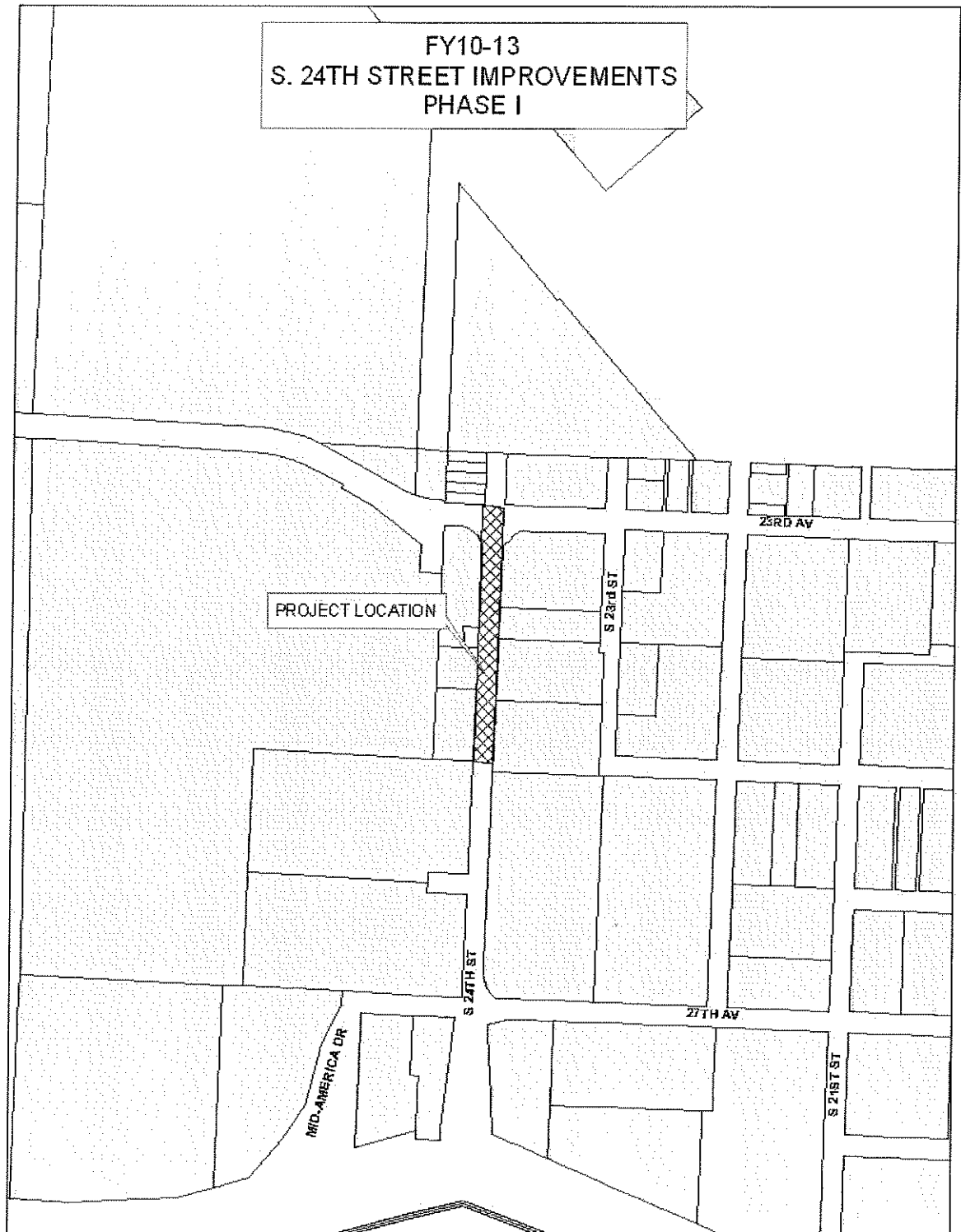
- So. 24<sup>th</sup> Street is a major arterial with 2002 traffic counts of 15,000 vehicles per day.
- Developments such as the Star Cinema, MidAmerica Center, Bass Pro and the Bluffs Run expansion generate significant amounts of additional traffic.
- The existing pavement is four lanes wide and is in poor condition. It was originally constructed in 1970.
- The proposed project will reconstruct So. 24<sup>th</sup> Street with 5 lanes from the north property line of Sapp Brothers north to 23<sup>rd</sup> Avenue.
- The additional lanes and new alignment required acquisition of right-of-way primarily along the west side of the existing 24<sup>th</sup> Street roadway. Due to right-of-way issues the project is being undertaken in Phases, this being Phase I.
- The project is identified as FY10-13 in the CIP and has a budget of \$1,200,000 in Federal Congestion Management and Quality (CMAQ) funds and \$300,000 in sales tax funds for a total budget of \$1,500,000.
- Phase I will be constructed in the summer of 2010.
- The project schedule is as follows:

Set Public Hearing	February 8, 2010
Hold Public Hearing	February 22, 2010
IDOT Letting	March 16, 2010
Award	March 28, 2010

### RECOMMENDATION

Approval of this resolution.

FY10-13  
S. 24TH STREET IMPROVEMENTS  
PHASE I



**RESOLUTION 10-39**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE  
AND SETTING A PUBLIC HEARING ON THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR THE  
SO. 24<sup>TH</sup> STREET IMPROVEMENTS, PHASE I FROM THE NORTH PROPERTY  
LINE OF SAPP BROTHERS NORTH TO 23<sup>RD</sup> AVENUE  
FY10-13**

WHEREAS, the City wishes to make improvements known as the  
So. 24<sup>th</sup> Street Improvements, Phase I from the north property line  
of Sapp Brothers north to 23<sup>rd</sup> Avenue, within the City, as therein  
described; and

WHEREAS, the plans, specifications, form of contract and cost  
estimate are on file in the office of the city clerk.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of  
contract and cost estimate for the So. 24<sup>th</sup> Street Improvements, Phase I from the north property  
line of Sapp Brothers north to 23<sup>rd</sup> Avenue setting February 22, 2010, at 7:00 p.m. as the date  
and time of said hearing.

ADOPTED  
AND  
APPROVED

February 8, 2010

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

## COUNCIL COMMUNICATION

Department: Public Works Ordinance No. \_\_\_\_\_ First Reading February 8, 2010  
Case/Project No.: FY11-12 Resolution No. 10-40  
Applicant: Matthew Cox, City Engineer

### SUBJECT/TITLE

After the Public Hearing council consideration of a resolution approving the plans and specifications and authorizing the City Clerk to advertise for bids setting February 22, 2010 at 10:00 a.m. as the date and time for the bid opening for South 1<sup>st</sup> Neighborhood Rehab Phase I. Project # FY11-12.

### BACKGROUND/DISCUSSION

- The South 1<sup>st</sup> Street neighborhood bounded by Pierce St on the north, Palmer Avenue on the south, 1<sup>st</sup> Street on the west and Franklin Ave on the east consists of some of the original town subdivision within the city
- Records indicate that the infrastructure in this area dates back prior to the 1950's and is in need of replacement
- Storm sewers are undersized, sanitary sewers are leaking and broken and the pavements are in poor condition.
- Completed neighborhood study generated eight phases over several years to replace and upgrade the aged infrastructure.
- Phase I is Stutsman Dr., Knepper St., Damon St., East Damon St., and Langstrom St. Scope of work includes replacing sanitary sewer, storm sewer, water main, and pavement. Water main cost will be reimbursed by the Water Works.
- This is project FY11-12 in the CIP and is funded with \$1,000,000 in G.O. Bonds
- Phase I schedule is as follows:

Set Public Hearing	January 25, 2010
Hold Public Hearing	February 8, 2010
Letting	February 22, 2010
Award Contract	March 8, 2010
Construction Completion	Fall 2010

### RECOMMENDATION

Approval of this resolution.

[illegible]

**RESOLUTION**  
**NO 10-40**

**RESOLUTION APPROVING THE PLANS, SPECIFICATION,  
FORM OF CONTRACT AND COST ESTIMATE FOR THE  
SOUTH 1<sup>ST</sup> NEIGHBORHOOD REHAB PHASE I  
FY11-12**

WHEREAS,           the plans, specification, form of contract and cost estimate  
                          are on file in the office of the City Clerk of the City of  
                          Council Bluffs, Iowa for the South 1<sup>st</sup> Neighborhood Rehab.  
                          Phase I; and

WHEREAS,           A Notice of Public Hearing was published as required  
                          by law, and a public hearing was held on February 8, 2010.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the plans, specifications, form of contract and cost estimate are hereby approved for the  
South 1<sup>st</sup> Neighborhood Rehab. Phase I and the City Clerk is hereby authorized to advertise for  
bids for said project.

ADOPTED  
AND  
APPROVED                      February 8, 2010

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk

## Council Communication

Department: Parks, Recreation and Public Property	Ordinance No. _____  Resolution No. <u>10-28</u>  Resolution No. <u>10-41</u>	Date: <u>January 25, 2010</u>  Date: <u>February 8, 2010</u>
Case/Project No.		
Applicant: Larry N. Foster		
<b>Subject/Title</b>		
For City Council consideration is a resolution authorizing the Mayor to enter into a Management and Title Transfer Agreement with the Iowa Department of Natural Resources (IDNR) which transfers the title of approximately 85 acres of state-owned real property to the City of Council Bluffs for the city's use as a park.		
<b>Background/Discussion</b>		
<p>Over the past years, the City, through various plans and Council actions, has expressed its intent to develop a signature public park on the banks of the Missouri River and the foot of the Bob Kerrey Pedestrian Bridge.</p> <p>Although City plans illustrate several park areas within the Playland Park development, the largest area is comprised of property located between the river's edge and the levy. This property is owned by the IDNR, however, by prior agreement this property is managed and maintained by the City of Council Bluffs.</p> <p>Over the past year, efforts to develop a park in this area advanced and through a joint staff meeting between the Department of Parks and Recreation (PR&amp;PP) and the IDNR, it was determined to be mutually beneficial for the City to own this property.</p> <p>On August 13, 2009, a formal request for the State to transfer this property was made to the Natural Resource Commission. The Commission's initial response was negative, stating a reluctance to dispose of state park property and the need to receive compensation.</p> <p>At about the same time, the City was notified that the IDNR had acquired funding to begin the construction on a new campground on Lake Manawa. Since the Parks and Recreation Department maintained this property under a Management Agreement, IDNR requested the City agree to the early termination of this agreement to allow campground construction to begin.</p> <p>Following preliminary discussion with the Mayor and City Council Members, the Parks and Recreation Department proposed a compromise to the Natural Resource Commission. Under this proposal the City would agree to terminate its management lease on the Lake Manawa property and transfer a small piece of property adjacent to state owned property at Lake Manawa to the IDNR as compensation for the State's transfer of the 88 acres of riverfront property.</p> <p>The Commission agreed to the exchange of property and over the next three months Commission members, City staff and their consultants worked together to incorporate into the park's plan a number of environmental concepts requested by the IDNR and determined to be mutually acceptable to the City.</p>		

On October 8, 2009, the Commission authorized the IDNR Director to sign the final Management and Title Transfer Agreement.

Passage of this resolution authorizes the Mayor to sign the associated Management and Title Transfer Agreement which provides for the following:

- Transfer of approximately 85 acres of State property to the City for its use as a public park
- Transfer of a City owned lot 81 of Lakewood Villa to the State
- Termination of the City's management agreement for the north portion of Lake Manawa State Park
- Inclusion of various design elements in the City's construction of the River's Edge Park. These design approaches include treatment of storm water runoff, utilizing dark sky compliant lighting sources, planting of replacement trees, standards for roads/parking areas and other elements identified in the Agreement.
- Development of the River's Edge Park in substantial compliance with the City's park master plan and other exhibits incorporated into the Agreement.
- Recognition that development of River's Edge park shall be subject to available funding
- Establishment of the basis for amendments to and enforcement of the Agreement

#### **Recommendation**

I recommend the adoption of this resolution authorizing the Mayor to enter into a Management and Title Transfer Agreement with the Iowa Department of Natural Resources which transfers the title of approximately 85 acres of state-owned real property to the City of Council Bluffs for the city's use as a park.

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Larry N. Foster

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Thomas P. Hanafan



RESOLUTION NO. 10-41

A RESOLUTION AUTHORIZING DISPOSAL OF A SMALL PIECE OF CITY PROPERTY LOCATED ON THE NORTH SIDE OF LAKE MANAWA BY TRANSFERRING IT TO IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) IN ACCORDANCE WITH THE MANAGEMENT AND TITLE TRANSFER AGREEMENT BETWEEN THE CITY AND IDNR.

WHEREAS, on January 25<sup>th</sup> this City Council approved Resolution 10-28 which expressed its intent to dispose of a small piece of property located on the north side of Lake Manawa and identified as a City-owned R-1 zoned lot that adjoins Lake Manawa State Park, described as Lot 81 in Lakewood Villas, a subdivision located in the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 24, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa; and

WHEREAS, a public hearing has been held in this matter.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized to execute a deed to IDNR transferring the property herein described.

ADOPTED  
AND  
APPROVED      February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan,                      Mayor

ATTEST:

\_\_\_\_\_  
Marcia L. Worden,                      City Clerk

## Council Communication

<b>Department:</b> Parks, Recreation and Public Property  <b>Case/Project No.</b>  <b>Applicant:</b> Larry N. Foster	<b>Ordinance No.</b> _____  <b>Resolution No.</b> <u>10-42</u>	<b>Date:</b> <u>February 8, 2010</u>
<b>Subject/Title</b>		
<p>Council consideration of a resolution approving plans, specifications, and form of contract for the Renovation and Rehabilitation of the HVAC Systems at the Community Hall/Central Fire Station and the Library Project and authorizing the City Clerk to advertise for bids for said project, and setting the bid date for March 9, 2010, at 10:00 a.m.</p>		
<b>Background/Discussion</b>		
<p>On May 11, 2009, the City Council authorized the Department of Parks, Recreation and Public Property to submit an application for an Energy Efficiency and Conservation Program (EECP Grant). The City's application was based on an Energy Audit of City Hall, the Community Hall/Central Fire Station and the Public Library and included the renovation and rehabilitation of various HVAC systems within these public buildings. The project's objective was to increase the energy efficiency of these facilities.</p> <p>The City was notified of the grant approval in the amount of \$571,500.</p> <p>In order to provide the engineering, design, plans, specifications and bid documents necessary to accomplish the work elements detailed in the grant application, the Department initialized a process to select an engineering firm. At the end of this selection process, the Department recommended Bahr Vermeer Haecker Associates to provide the professional service to implement the project improvements and on November 9, 2009, the City Council approved a resolution authorizing an agreement with Bahr Vermeer Haecker Associates.</p> <p>Funding for the project elements outlined in the plans, specifications and bid documents, as well as all other project costs will be paid from the following sources:</p> <ul style="list-style-type: none"><li>• EECP Grant - \$571,500.00</li><li>• Mid-American Energy Grant - \$5,000.00</li><li>• City In-Kind Labor - \$19,500.00</li><li>• 08-09 CIP Project #09-04-BF (City Hall Windows) - \$216,260.00</li></ul>		
<b>Recommendation</b>		
<p>I recommend that the City Council adopt the resolution approving plans, specifications and form of contract and authorizing the City Clerk to advertise for bids for said project and setting bid date for March 9, 2010, at 10:00 a.m.</p>		

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Larry N. Foster

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Thomas P. Hanafan

RESOLUTION NO. 10-42

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE RENOVATION AND REHABILITATION OF THE HVAC SYSTEMS AT THE COMMUNITY HALL/CENTRAL FIRE STATION AND THE LIBRARY PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS AND SETTING THE BID DATE FOR MARCH 9, 2010, AT 10:00 A.M.

WHEREAS, the City of Council Bluffs desires to renovate and rehabilitate the HVAC systems at the Community Hall/Central Fire Station and the Library; and

WHEREAS, a Notice of Public Hearing was published as required by law and a Public Hearing was held on February 8, 2010.

NOW, THEREFORE BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the plans, specifications and form of contract for the Renovation and Rehabilitation of the HVAC Systems at the Community Hall/Central Fire Station and the Library Project are hereby approved and the City Clerk is hereby authorized to advertise for bids for said project and setting bid date for March 9, 2010, at 10:00 a.m.

ADOPTED  
AND  
APPROVED

February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Marcia L. Worden

\_\_\_\_\_  
City Clerk

## Council Communication

Department: Parks, Recreation and Public Property	Ordinance No. _____  Resolution No. <u>10-43</u>	Date: <u>February 8, 2010</u>
Case/Project No.		
Applicant: Larry N. Foster		
<b>Subject/Title</b>		
City Council consideration of a resolution approving plans, specifications, and form of contract for the Union Pacific Railroad Museum Roof Replacement Project and authorizing the City Clerk to advertise for bids for said project, and setting the bid date for Tuesday, February 23, 2010, at 10:00 a.m.		
<b>Background/Discussion</b>		
<p>This project consists of the replacement of the existing 9,000 S.F. ballasted EPDM roof with a new fully-adhered EPDM roof on the Union Pacific Railroad Museum located at 200 Pearl Street in Council Bluffs, Iowa.</p> <p>The work also includes replacement of turbine ventilators, gutters and downspouts, a new steel access ladder, miscellaneous sheet metal work and sealant.</p> <p>Bahr Vermeer &amp; Haecker are the engineers for the project.</p> <p>Cost estimate is \$70,000 and the project will be funded from Hotel/Motel monies.</p>		
<b>Recommendation</b>		
I recommend that the City Council adopt the resolution approving plans, specifications and form of contract and authorizing the City Clerk to advertise for bids for said project and setting bid date for February 23, 2010, at 10:00 a.m.		

\_\_\_\_\_  
Larry N. Foster

\_\_\_\_\_  
Thomas P. Hanafan

RESOLUTION NO. 10-43

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE UNION PACIFIC RAILROAD MUSEUM ROOF REPLACEMENT PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS AND SETTING THE BID DATE FOR FEBRUARY 23, 2010, AT 10:00 A.M.

WHEREAS, the City of Council Bluffs desires to replace the existing roof on the Union Pacific Railroad Museum; and

WHEREAS, a Notice of Public Hearing was published as required by law and a Public Hearing was held on February 8, 2010.

NOW, THEREFORE BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the plans, specifications and form of contract for the Union Pacific Railroad Museum Roof Project are hereby approved and the City Clerk is hereby authorized to advertise for bids for said project and setting bid date for February 23, 2010, at 10:00 a.m.

ADOPTED  
AND  
APPROVED

February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Marcia L. Worden

\_\_\_\_\_  
City Clerk

## Council Communication

Department: Parks, Recreation and Public Property	Ordinance No. _____  Resolution No. <u>10-44</u>	Date: <u>February 8, 2010</u>
Case/Project No.		
Applicant: Larry N. Foster		
<b>Subject/Title</b>		
City Council consideration of a resolution approving plans, specifications, and form of contract for the Tree Removal Project for the River's Edge Park and authorizing the City Clerk to advertise for bids for said project and setting bid date for Friday, February 19, 2010, at 10:00 a.m.		
<b>Background/Discussion</b>		
<p>One of the City's design objectives for River's Edge Park was to achieve a balance between preserving the ecologically valuable elements of the site, its riparian woodlands, wetland and shorelines while meeting the citizen's and visitor's need for riverfront access and park amenities. The City's plan has achieved this balance and, although tree removals are required, the scale of removals is much less than in prior plans.</p> <p>As part of the permitting process, the City has filed a Purpose &amp; Need, Alternatives Analysis, and Mitigation Plan for River's Edge Park with the U.S. Army Corps of Engineers. This document outlines the trees to be removed and a plan for tree replacement. The trees to be removed are located within the spaces to be occupied by the Great Lawn, River's Edge and areas needed for road right-of-way and parking. In accordance with this document, plans specifications, bid documents and contracts have been prepared for the orderly removal of these trees.</p> <p>Funds for tree removal are included in the cost for Phase 1 development of River's Edge Park. Funding for Phase 1 will be provided through the partnership established between the City and the Iowa West Foundation.</p>		
<b>Recommendation</b>		
I recommend that the City Council adopt the resolution approving plans, specifications and form of contract and authorizing the City Clerk to advertise for bids for said project and setting bid date for February 19, 2010.		

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Larry N. Foster

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Thomas P. Hanafan

RESOLUTION NO. 10-44

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE TREE REMOVAL – RIVER’S EDGE PARK PROJECT AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS AND SETTING THE BID DATE.

WHEREAS, the City needs to remove trees for the River’s Edge Park Project; and

WHEREAS, the City has filed a Purpose & Need, Alternatives Analysis and Mitigation Plan for River’s Edge Park with the United States Army Corps of Engineers which details both tree removals and replacements; and

WHEREAS, a Notice of Public Hearing was published as required by law and a Public Hearing was held on February 8, 2010.

NOW, THEREFORE BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the plans, specifications and form of contract for Tree Removal – River’s Edge Park Project are hereby approved and the City Clerk is hereby authorized to advertise for bids for said project and setting bid date for February 19, 2010, 10:00 a.m..

ADOPTED  
AND  
APPROVED

February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Marcia L. Worden

\_\_\_\_\_  
City Clerk

### Council Communication

Department: Public Works Division: Building Case/Project No.	Ordinance No. <u>6047</u>	First Reading <u>1/11/2010</u> Second Reading <u>1/25/2010</u> Third Reading
Subject/Title		
<b>AN ORDINANCE</b> to amend Title 17 entitled "Housing" of the 2005 Municipal Code of Council Bluffs, Iowa, by partially amending Section 17.01.010 entitled "Definitions" by amending Subsection #28 entitled "Rental Property" to be codified as such.		
Background/Discussion		
This is proposed to provide for better clarification of what is "rental property".		
Amendments		
Amending Section 17.01.010 entitled "Definitions" of Title 17 entitled "Housing" by amending Subsection #28 entitled "Rental Property".		
Recommendation		
The Public Works Director and the Building Official recommend that the City Council favorably consider this proposed ordinance and pass it into law.		

\_\_\_\_\_  
Public Works Director's Signature

\_\_\_\_\_  
Mayor's Signature



ORDINANCE # 6047

AN ORDINANCE to amend Title 17 entitled "Housing" of the 2005 Municipal Code of Council Bluffs, Iowa, by partially amending Section 17.01.010 entitled "Definitions" by amending Subsection #28 entitled "Rental Property" to be codified as such.

BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

**SECTION 1. AMENDMENT.**

That Title 17 entitled "Housing" of the 2005 Municipal Code of Council Bluffs, Iowa, is hereby amended by partially amending Section 17.01.010 entitled "Definitions" by amending Subsection #28 entitled "Rental Property" to be codified and to read as follows:

**Section 17.01.010 – Definitions.** (in part)

**Subsection #28 – "Rental Property"** means any dwelling unit, and/or rooming unit ~~for which a stated return or payment is made for the temporary possession or use thereof~~ which is occupied but not occupied by the owner of record as known by the Pottawattamie County Recorder.

**SECTION 2. REPEALER.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.**

If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

**SECTION 4. EFFECTIVE DATE.**

This ordinance shall be in full force and effect from and after its final passage and publication ( - - 10) as by law provided.

PASSED  
AND  
APPROVED: \_\_\_\_\_, 2010

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

Attest: \_\_\_\_\_  
Marcia L. Worden, City Clerk

First Consideration: January 11, 2010  
Second Consideration: January 25, 2010  
Third Consideration:

## Council Communication

Department: Parks, Recreation & Public Property Case/Project No.	Ordinance No. <u>6049</u>	First Reading <u>1/25/2010</u> Second Reading <u>2/8/2010</u> Third Reading
<p>An ordinance to amend Chapter 2.08 "Schedule of Fees" of the 2005 Municipal Code of Council Bluffs, Iowa, by amending Section 2.08.070 "Parks and Recreation Fees and Charges" increasing fees based on competitive analysis, improvements to facilities, and to off-set increased costs to the City.</p>		
<b>Background/Discussion</b>		
<p>Over the past few months, the Department of Parks, Recreation and Public Property has completed an analysis of all fees charged for services provided by the Department. A detailed chart has been prepared illustrating each current fee, the date last increased, any proposed new fee, justification for the increase and the additional funds estimated to be raised by the increase. Where increases were considered, comparative reviews of similar offerings were evaluated.</p> <p>This detailed analysis was discussed with the Parks, Recreation and Public Property Commission during its January meeting. This documentation has also been provided to Council by the Parks Department for review in evaluating the increases requested.</p>		
<b>Recommendation</b>		
<p>At the January 12, 2010 Parks, Recreation and Public Property Commission meeting, the Commissioners recommended that the City Council concur with the proposed recreation and golf fee increases. I recommend the City Council approve the Ordinance approving the specific increases to the Department's fees and charges.</p>		

\_\_\_\_\_  
Larry N. Foster, Director

\_\_\_\_\_  
Mayor Signature

ORDINANCE NO. 6049

AN ORDINANCE to amend Chapter 2.08 "Schedule of Fees" of the 2005 Municipal Code of Council Bluffs, Iowa, by amending Section 2.08.070 "Parks and Recreation Fees and Charges" increasing fees based on competitive analysis, improvements to facilities, and to off-set increased costs to the City.

BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

**SECTION 1.** That Chapter 2.08 "Schedule of Fees" of the 2005 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing Section 2.08.070 "Parks and Recreation Fees and Charges" and enacting a new section to be codified the same, to read as follows:

**2.08.070 Parks and Recreation Fees and Charges.**

**Dodge Riverside Golf Course (All fees include tax)**

**Weekday Rates (Per Person)**

18 Holes w/Cart	<del>30.00</del> <u>31.00</u>
18 Holes Walking	<del>20.00</del> <u>21.00</u>
9 Holes w/Cart	<del>21.00</del> <u>22.00</u>
9 Holes Walking	14.00
18 Holes w/Cart (Senior)	21.00
18 Holes Walking (Senior)	14.00
9 Holes w/Cart (Senior)	17.00
9 Holes Walking (Senior)	12.00
18 Holes Walking (Junior)	12.00
9 Holes Walking (Junior)	<del>7.00</del> <u>8.00</u>
9 Holes w/Cart (League)	<del>21.00</del> <u>22.00</u>
9 Holes Walking (League)	14.00
18 Holes w/Cart (Outing)	<del>28.00</del> <u>29.00</u>
(Merchandise fee)	

9 Holes w/Cart (Outing)	<del>20.00</del>	<u>21.00</u>
(Merchandise fee)		

**Weekend Rates (Per Person)**

18 Holes w/Cart	<del>35.00</del>	<u>37.00</u>
18 Holes Walking	<del>24.00</del>	<u>26.00</u>

9 Holes w/Cart	24.00	
9 Holes Walking	16.00	
18 Holes w/Cart (Outing)	<del>33.00</del>	<u>35.00</u>
(Merchandise fee)		

9 Holes w/Cart (Outing)	<del>23.00</del>	<u>25.00</u>
(Merchandise fee)		

- Seniors are considered to be 60 years of age or older.
- Juniors are considered to be 17 years of age or younger.
- Carts are required for all outings
- Holiday rates are the same as weekend rates
- Senior and Junior rates are not available on weekends or holidays

\*Special rates may be offered based upon weather, course conditions, or time of year. Examples include, but are not limited to Fall rates, afternoon rates, twilight rates, and are subject to Parks and Recreation Director approval.

Published outing fee will be \$31.00 per person, including cart, for outings with 32 or more on weekends, and \$27.00 on weekdays. Outings less than 32 will be the normal green fee rate. The published outing fee will be negotiable based upon size, time of day, time of year, or day of week, subject to Parks and Recreation Director approval.

**Westwood Park Golf Course (All fees include tax)**

**Weekday and Weekend Rates (Per Person)**

18 Holes Walking	11.00
9 Holes Walking	8.00
18 Holes Walking (Senior)	9.00
9 Holes Walking (Senior)	6.00
18 Holes Walking (Junior)	9.00
9 Holes Walking (Junior)	6.00

- Seniors are considered to be 60 years of age or older.
- Juniors are considered to be 17 years of age or younger.

- There are no motorized carts at Westwood
- Senior and Junior rates are available on weekends or holidays

### **Dodge Park/Westwood - Summer Junior Pass**

	<u>1 child</u>	<u>2 children</u>	<u>3 or more</u>
<del>Westwood Golf Course Only \$</del> 45.00	<del>\$</del> 75.00	<del>\$</del> 95.00	
<del>Dodge &amp; Westwood G.C.</del>	<del>100.00</del>	<del>150.00</del>	<del>180.00</del>
Westwood Golf Course Only	60.00	100.00	125.00
Dodge & Westwood	125.00	190.00	225.00

Juniors are considered to be 17 years of age or under or still in High School  
 Passes good from June 1 – August 31

Passes not good on weekends or holidays and only one round per day per course

### **Camp Adventure** (Weekly Fees – includes tax)

One Child in Family	115.00
Two Children in Family	210.00
Each Additional after Two	95.00
One Child – Three Day Week	90.00
Two Children – Three Day	160.00
Each Additional – Three Day	70.00

### **Outdoor Water Park Fees (All fees include tax)**

#### **Pirate Cove Water Park**

Admission without slide	4.00
Admission with slide	5.00
10 Swim Punch Card (slide)	40.00
10 Swim Punch Card (w/o slide)	30.00
Swim-under-the-lights (slide)	5.00
Swim-under-the-lights (w/o slide)	4.00
Season Pass (five or less)	175.00
Additional family member	35.00
Family night – per person	2.00
Swim Lessons	25.00

#### **Katelman Water Park**

Admission	4.00
10 Swim Punch Card	30.00
Swim-under-the-lights	4.00
Season Pass (five or less)	175.00
Additional family member	35.00
Family night – per person	2.00

Swim Lessons	25.00
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**Municipal Indoor Swimming Pool/YMCA**

Swim Lessons (per session)	Member	Non-Member
Summer – 5 week	22.00	38.00
Summer – 6 week	26.00	45.00
Day classes	34.00	61.00

Swim Passes 3 Months

Adult	75.00
Senior adult	55.00
Family	140.00
Day Pass	
Youth	3.00
Adult	7.00
Family	10.00

**Adult Softball (Team Fee):**

Single Game League	<del>275.00</del> <u>300.00</u>
Double Header League	<del>400.00</del>
Two Night Double Header League	<del>600.00</del>
Fall League	<del>150.00</del> <u>165.00</u>

**Instructional Youth Baseball and Softball (Individual Fee):**

Blast Ball, Tee Ball, Buddy Baseball, Co-Ed and Girls Infield Machine Pitch	<del>25.00</del> <u>30.00</u>
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**Youth Fast Pitch and Baseball (Team Fee):**

Junior Fast Pitch	<del>350.00</del> <u>30.00/player</u>
Senior Fast Pitch	<del>390.00</del> <u>30.00/player</u>
10 and Under	<del>350.00</del> <u>30.00/player</u>
12 and Under	<del>350.00</del> <u>30.00/player</u>
14 and Under	<del>390.00</del> <u>30.00/player</u>

**Non-CBRC Field Rental Fees**

Baseball and softball fields	50.00/field/day (no team fees)
Lights	<del>26.75/day</del> <u>30.00/day</u>

**Council Bluffs Recreation Complex Rental Fees**

Baseball/Softball	
Fields #1-6, 10	70.00/day
Fields #7, 8, 9	75.00/day

**Adult use (out of high school)**

Baseball/Softball Fields	80.00/day
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**Baseball/Softball Fields #1-10**

Single game, non-league, non-repeating use only	25.00
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**Baseball/Softball – Lights**

Fields 1-4	30.00/day
Fields 5-6	20.00/day
Fields 7-10	60.00/day

**Tournament Fee (6+ fields/day)**

Monday-Thursday	<del>300.00/day</del>	<u>320.00/day</u>
Friday-Sunday	<del>600.00/day</del>	<u>650.00/day</u>

Baseball/Softball Fee for Premium Usage Dates (CWS dates)	18% surcharge added to regular rental fee
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**Soccer Fields**

U12 13/14	70.00/field/day
<u>Adult Use soccer fields</u>	<u>80.00/field/day</u>
U10	45.00/field/day
U8	35.00/field/day
U6	25.00/field/day

Soccer Team Fee	15.00/team
Tournament Soccer Fee	500.00
Field Reconfiguration Fee	500.00
CBYSA Game Fee	10.00/game

**Practice Permits**

For parks and recreation league teams, fees are:

½ Soccer Field, Baseball Field, Tennis Court	<del>3.50</del>	<u>4.00</u>
Entire soccer field	<del>5.00</del>	<u>6.00</u>

For non-Parks and Recreation league teams, fees are:

½ Soccer Field, Baseball Field, Tennis Court	7.00
Entire soccer field	14.00

**Tennis Tournaments**

Adult singles	20.00
Adult doubles	24.00
Junior singles	15.00
Junior doubles	20.00

**Jr. Tennis Lessons**

	<u>1 Child</u>	<u>2 or more children in family</u>
1 session (5 weeks)	55.00	49.00/child
2 sessions (10 weeks)	98.00	45.00/child/session

**Adult Indoor Volleyball**65.00/team     180.00**Adult Sand Volleyball**

65.00/team

**Youth Sand Volleyball**

32.00/person

**Bayliss Park Rental Fees:**

Park (non-performance area) with or without electricity	50.00/2hours
Performance area	100.00/2 hours
Performance area with sound system	150.00/2 hours
Deposit for performance area rental ( <u>includes microphone</u> )	100.00

\*In addition to these fees, for some events the Director of Parks and Recreation shall collect a security deposit along with the permit fees to cover any negative impact an event may have on the park or its improvements. Proof of insurance may be required if deemed appropriate by the Director.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This is Ordinance No. 5969, Section 2 (2008).

**SECTION 4. SEVERABILITY CLAUSE.** If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED  
AND \_\_\_\_\_, 2010  
APPROVED



\_\_\_\_\_  
THOMAS P. HANAFAN Mayor

Attest:

\_\_\_\_\_  
MARCIA L. WORDEN City Clerk

First Consideration: 1/25/2010

Second Consideration: 2/8/2010

Public Hearing: \_\_\_\_\_

Third Consideration: \_\_\_\_\_

## COUNCIL COMMUNICATION

Department: Public Works Ordinance No. 6050 First Reading January 25, 2010  
Case/Project No.: \_\_\_\_\_ Resolution No. \_\_\_\_\_  
Applicant: Greg Reeder, Public Works Director

### SUBJECT/TITLE

An ordinance to amend Chapter 9.34.030 "Emergency Snow Routes".

### BACKGROUND/DISCUSSION

- During a recent review of the City's Emergency Snow Routes, several errors were noted between actual signage on the streets and those routes designated in Chapter 9.32.030 of the Municipal Code.
- The following changes are recommended:

#### NAME CHANGE

<u>Street Name</u>	<u>From</u>	<u>To</u>
Twin City Drive	<b><i>Veterans Memorial Hwy</i></b>	<b><i>Richard Downing Avenue</i></b>
<b><i>Richard Downing Avenue</i></b>	Twin City Drive	South 24th Street
South 24th Street	<b><i>Veterans Memorial Hwy</i></b>	23rd Avenue
South Expressway	<b><i>Veterans Memorial Hwy</i></b>	I-80/ I-29
2nd Avenue	South 8th Street	<b><i>Dodge Riverside Drive</i></b>
<b><i>Dodge Riverside Drive</i></b>	2nd Avenue	<b><i>I-480</i></b>
North 40th Street	<b><i>I-480</i></b>	Avenue G
Marshall Avenue	DeLong Avenue	<b><i>Morgan Street</i></b>
Harrison Street	Kanesville Blvd.	<b><i>Morgan Street</i></b>
West Broadway	Kanesville Blvd.	<b><i>South 1st Street</i></b>
<b><i>East Broadway</i></b>	<b><i>South 1st Street</i></b>	<b><i>Kanesville Blvd.</i></b>
<b><i>East Graham</i></b>	<b><i>South 1st Street</i></b>	<b><i>Fairmont Avenue</i></b>
<b><i>West Graham</i></b>	<b><i>Fairmont Avenue</i></b>	<b><i>High Street</i></b>
<b><i>East Pierce</i></b>	<b><i>South 1st Street</i></b>	<b><i>McPherson Avenue</i></b>
<b><i>West Pierce</i></b>	<b><i>Bluff Street</i></b>	<b><i>South 1st Street</i></b>
Madison Avenue	South 1st Street	Valley View Drive
Woodbury Avenue	<b><i>Harry Langdon Blvd.</i></b>	Madison Avenue

#### CHANGE ROUTE

<u>Street Name</u>	<u>From</u>	<u>To</u>
Avenue A	North 16th Street	<b><i>North 37th Street</i></b>
Avenue B	North 8th Street	<b><i>North 37th Street</i></b>
Navajo Street	Comanche Street	<b><i>East Manawa Drive</i></b>

**DELETE ROUTE**

<u>Street Name</u>	<u>From</u>	<u>To</u>
South 7th Street	16th Avenue	28th Avenue
28th Avenue	South 7th Street	South 11th Street
South 11th Street	16th Avenue	Hwy. 92

**ADD**

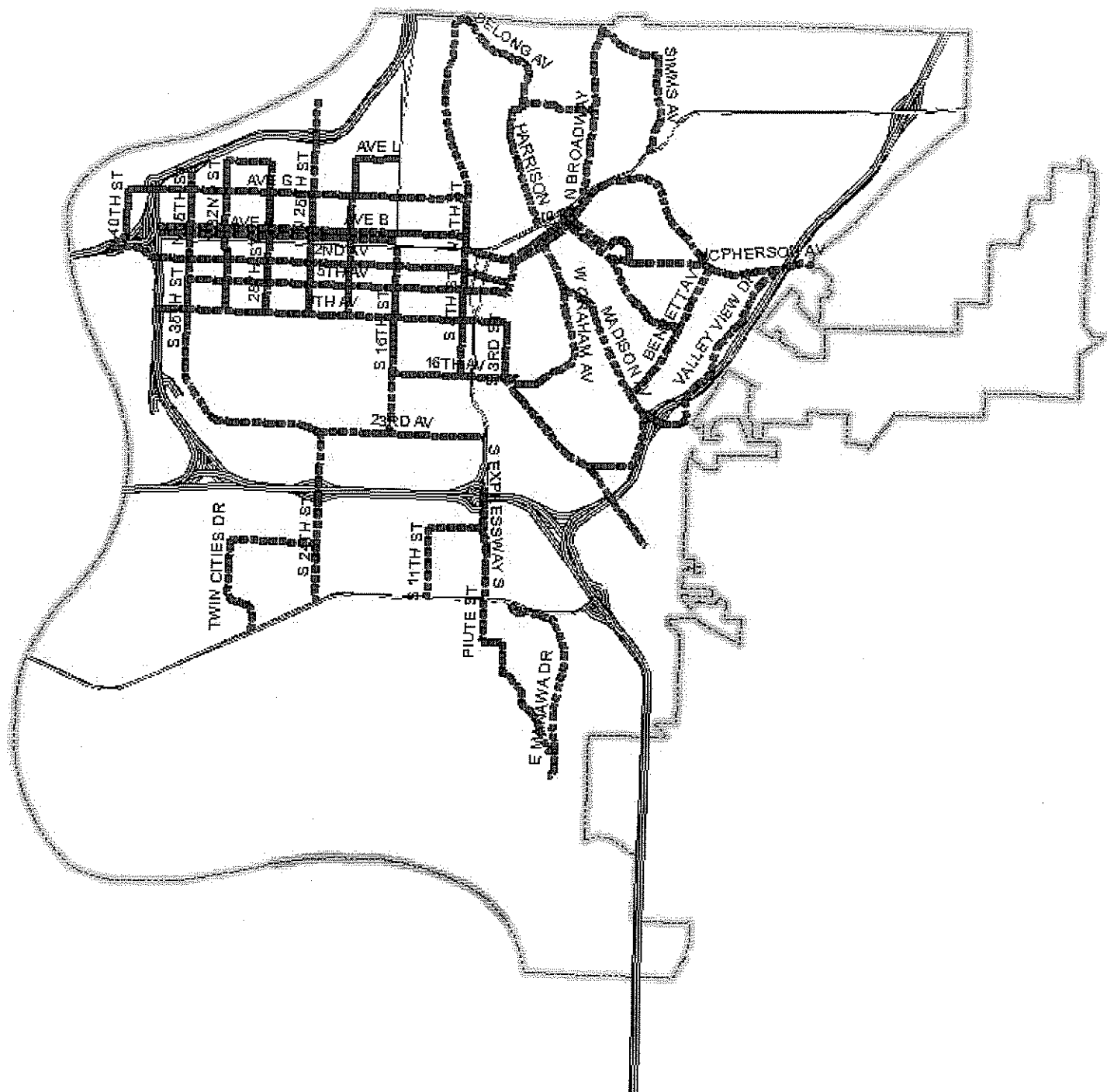
<u>Street Name</u>	<u>From</u>	<u>To</u>
Frank Street	Kanesvilles Blvd.	Elm Street
Elm Street	Frank Street	Morningside Avenue
Morningside Avenue	Elm Street	Gleason Avenue
Lincoln Avenue	East Pierce Street	Gleason Avenue
32nd Avenue	South Expressway	South 11th Street
South 11th Street	32nd Avenue	Veterans memorial Hwy
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive

***Bold Italic Font Indicates Change***

**RECOMMENDATION**

Approval of this ordinance.

## EMERGENCY SNOW ROUTES



## ORDINANCE NO. 6050

**AN ORDINANCE** to amend Chapter 9.34.030 “Emergency Snow Routes” of the Municipal Code.

### **9.34.030      Emergency Snow Routes Established**

- a) The following are hereby designated as the emergency snow routes:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
Avenue A	North 16th Street	North 37 <sup>th</sup> Street
Avenue B	North 8th Street	North 37 <sup>th</sup> Street
Avenue G	North 8th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Bluff Street	5th Avenue	West Pierce
East Broadway	South 1st Street	Kanesville Blvd.
West Broadway	Kanesville Blvd.	South 1st Street
Comanche	Piute	Navajo
DeLong Avenue	North 8th Street	Marshall Avenue
Dodge Riverside Drive	2nd Avenue	I-480
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive
Elliot Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Frank Street	Kanesville Blvd.	Elm St.
Franklin Avenue	Lincoln Avenue	Bennett Avenue
Gleason Avenue	McPherson Avenue	Lincoln Avenue
East Graham	South 1st Street	Fairmont Avenue
West Graham	Fairmont Avenue	High Street

Harrison Street	Kanesville Blvd.	Morgan Street
Harry Langdon Blvd.	16th Avenue	Highway 92
High Street	West Graham	16th Avenue
Lincoln Avenue	East Pierce	Gleason Avenue
Madison Avenue	South 1st Street	Valley View
Marshall Avenue	DeLong Avenue	Morgan Street
McPherson Avenue	East Pierce	City Limits
Morgan Street	Marshall Avenue	Harrison Street
Morningside Avenue	Elm Street	Gleason Avenue
Navajo	Comanche	East Manawa Drive
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	I-480	Avenue G
North 8th Street	West Broadway	DeLong Avenue
North Broadway	Kanesville Blvd.	North city limits
East Pierce	South 1st Street	McPherson Avenue
West Pierce	Bluff Street	South 1st Street
Piute	Veterans Memorial Hwy	Comanche
Richard Downing Blvd.	Twin City Drive	South 24th Street
Simms Avenue	Spencer Avenue	Kanesville Blvd.
South 3rd Street	9th Avenue	16th Avenue
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Hwy
South 16th Street	23rd Avenue	West Broadway
South 1st Street	Broadway	Madison Avenue
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Hwy	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South Expressway	Veterans Memorial Hwy	I-80/I-29
Spencer Avenue	North Broadway	Simms Avenue

Twin City Drive	Veterans Memorial Hwy	Richard Downing Blvd.
Valley View	Madison Avenue	McPherson Avenue
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Blvd.	Madison Avenue

b). The Mayor is authorized empowered and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes". Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency. (Ord. 5029 § 2 (part), 1991).

BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

ADOPTED  
AND  
APPROVED \_\_\_\_\_, 2010

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Marcia L. Worden, City Clerk

First Consideration      1/25/2010  
Second Consideration    2/8/2010  
Third Consideration

## Council Communication

Department: Public Works Division: Building Case/Project No.	Ordinance No. <u>6046</u>	First Reading <u>1/11/2010</u> Second Reading <u>1/25/2010</u> Third Reading
Subject/Title		
<p><b>AN ORDINANCE</b> to amend Chapter 13.21 entitled “Property Maintenance Code” of the 2005 Municipal Code of Council Bluffs, Iowa,” by adding a new Section 13.21.086 entitled “Residential Occupancies” which amends the International Property Maintenance Code Section 602.2, and also deleting Section 13.21.090 entitled “Heat Supply” which deletes the International Property Maintenance Code Section 602.3 to be codified as such.</p>		
Background/Discussion		
<p><b>Section 1.</b>          changes to the Municipal Code are as follows:</p> <ul style="list-style-type: none"> <li>• amend the temperature from 68 to 65 degrees as used in IPMC Section 602.2 so that it will be consistent with the 65 degrees as used in IPMC Section 602.4</li> <li>• eliminate references to non-adopted Codes or need of climate records.</li> <li>• amend what appliances and equipment will not be used to provide primary heat.</li> <li>• add text that heating equipment and appliances are to be “listed, labeled, and vented” in accordance with the Codes for the health and safety of the occupants.</li> </ul> <p><b>Section 2.</b>          changes to the Municipal Code as follows:</p> <ul style="list-style-type: none"> <li>• deletes Section 602.3 of the IPMC because it was same as Section 602.2 of the IPMC.</li> </ul>		
Amendments		
As shown with strikethroughs for deletions and underlines for additions.		
Recommendation		
The Public Works Director and the Building Official recommend that the City Council favorably consider this proposed ordinance and pass it into law.		

\_\_\_\_\_  
 Public Works Director’s Signature

\_\_\_\_\_  
 Mayor’s Signature



ORDINANCE # 6046

**AN ORDINANCE** to amend Chapter 13.21 entitled “Property Maintenance Code” of the 2005 Municipal Code of Council Bluffs, Iowa,” by adding a new Section 13.21.086 entitled “Residential Occupancies” which amends the International Property Maintenance Code Section 602.2, and also deleting Section 13.21.090 entitled “Heat Supply” which deletes the International Property Maintenance Code Section 602.3 to be codified as such.

**BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:**

**SECTION 1. ADDITION.**

That Chapter 13.21 entitled “Property Maintenance Code” of the 2005 Municipal Code of Council Bluffs, Iowa, is hereby amended in part by adding a new Section 13.21.086 entitled “Residential Occupancies” which amends the International Property Maintenance Code Section 602.2 to be codified and to read as follows:

**Municipal Code Section 13.21.086 (Added) - Residential occupancies**

IPMC Section 602.2 shall be amended as follows:

A dwellings unit or rooming unit shall be provided with primary heating facilities capable of maintaining a room temperature of 68 65 degrees F in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances and/or portable heating equipment shall be considered as supplemental heating and shall not be used to provide space primary heating to meet the requirements of this section. All heating equipment and appliances shall be listed, labeled, and vented in accordance with the International Mechanical Code and the International Fuel Gas Code which prohibits use of charcoal and kerosene heaters within a dwelling unit or rooming unit.

~~Exception: In areas where the average monthly temperature is above 30 degrees F, a minimum temperature of 65 degrees F shall be maintained.~~

**SECTION 2. AMENDMENT.**

That Chapter 13.21 entitled “Property Maintenance Code” of the 2005 Municipal Code of Council Bluffs, Iowa, is hereby amended in part by deleting its Section 13.21.090 entitled “Heat Supply” which deletes the International Property Maintenance Code Section 602.3 to be codified.

**SECTION 3. REPEALER.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This includes but not limited to: Ordinance #5784

**SECTION 4. SEVERABILITY CLAUSE.**

If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

**SECTION 5. EFFECTIVE DATE.**

This ordinance shall be in full force and effect from and after its final passage and publication ( - -2010) as by law provided.

PASSED

AND

APPROVED: \_\_\_\_\_, 2010

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

Attest: \_\_\_\_\_  
Marcia L. Worden, City Clerk

First Consideration:	<u>January 11, 2010</u>
Second Consideration:	<u>January 25, 2010</u>
Third Consideration:	<u>February 8, 2010</u>

## Council Communication

Department: Public Works Division: Building Case/Project No.	Ordinance No.	First Reading      01/11/10 Second Reading    01/25/10 Third Reading      02/08/10
Subject/Title		
<p><b>AN ORDINANCE</b> to amend Chapter 13.21 entitled “Property Maintenance Code” of the 2005 Municipal Code of Council Bluffs, Iowa,” by adding a new Section 13.21.086 entitled “Residential Occupancies” which amends the International Property Maintenance Code Section 602.2, and also deleting Section 13.21.090 entitled “Heat Supply” which deletes the International Property Maintenance Code Section 602.3 to be codified as such.</p>		
Background/Discussion		
<p><b>Section 1.</b>          changes to the Municipal Code are as follows:</p> <ul style="list-style-type: none"> <li>• amend the temperature from 68 to 65 degrees as used in IPMC Section 602.2 so that it will be consistent with the 65 degrees as used in IPMC Section 602.4</li> <li>• eliminate references to non-adopted Codes or need of climate records.</li> <li>• amend what appliances and equipment will not be used to provide primary heat.</li> <li>• add text that heating equipment and appliances are to be “listed, labeled, and vented” in accordance with the Codes for the health and safety of the occupants.</li> </ul> <p><b>Section 2.</b>          changes to the Municipal Code as follows:</p> <ul style="list-style-type: none"> <li>• deletes Section 602.3 of the IPMC because it was same as Section 602.2 of the IPMC.</li> </ul>		
Amendments		
As shown with strikethroughs for deletions and underlines for additions.		
Recommendation		
The Public Works Director and the Building Official recommend that the City Council favorably consider this proposed ordinance and pass it into law.		

\_\_\_\_\_  
 Public Works Director’s Signature

\_\_\_\_\_  
 Mayor’s Signature

## COUNCIL COMMUNICATION

Department: <u>Public Works</u>	Ordinance No. <u>6048</u>	First Reading <u>January 11, 2009</u>
Case/Project No.: _____	Resolution No. _____	Second Reading _____
Applicant: <u>Greg Reeder, Public Works Director</u>		Third Reading _____

### SUBJECT/TITLE

Consideration of an ordinance establishing "tap-on" fees for the East 29<sup>th</sup> Avenue Extension from Harry Langdon Blvd to East 29<sup>th</sup> Avenue terminus.

### BACKGROUND/DISCUSSION

- To facilitate and encourage new subdivisions in the city, sewer extensions are required.
- The Water Pollution Control Facilities relocation, first started in 1972 and finally completed in 1974, laid the foundation for growth in the south.
- In 1994, Mosquito Creek interceptor was completed to enhance collection for growth in the south.
- The East 29<sup>th</sup> Avenue sewer extension will provide sewer service to existing and potential development. A total of approximately 1,616 lineal feet of 8" sewer main was constructed.
- The project was designed, bid, and approved in accordance with state and local code. The Public Notice and Public Hearing requirements of these codes were met before approval and award of contract by the city council.
- The benefited area for the East 29<sup>th</sup> Avenue sewer is 9.08 acres with a total sewer cost of \$93,540.25. The tap-on fee is \$10,301.78 per acre with a \$7,195.40 per connection minimum.
- Lot connection will be implemented due to the small benefitted area.

### RECOMMENDATION

Approval of this resolution.

Approved by: Greg Reeder, Public Works Director

**Description of Project  
East 29<sup>th</sup> Avenue Extension**

**CITY OF COUNCIL BLUFFS, IOWA  
January, 2010**

The project generally consists of the construction of sanitary sewer facilities beginning at Harry Langdon Blvd and extending along the south side of E. 29<sup>th</sup> Avenue to its terminus. The project was constructed to bring sanitary sewer service to the benefited area. These parcels previously had no sanitary sewer service available, thereby hindering their prospects for development and/or improvements.

The facilities constructed was 8" in diameter. A total of approximately 1,616 lineal feet of sewer main was constructed.

The project was designed, bid, and approved in accordance with State and Local codes. The public notice and public hearing requirements of these codes were met before approval and award of the project by the City Council of the City of Council Bluffs.

One property owner has made agreement with the City of Council Bluffs regarding payment or pre-payment of sewer tap-on fees related to their benefits from construction of this project.

A map identified as Exhibit A is included showing the general project location and lot configuration.

Exhibit B is a plat of the sewers constructed with this project.

A plat of the benefited are is include as Exhibit C1. Exhibit C2 is a legal description of the boundary of the Benefit Area.

A tabulation of the project costs are found in Exhibit D.

Exhibit E1 shows the calculation for the per acre tap-on fee for the Benefit Area. Exhibit E2 is a summation of the total acreage in the Benefit Area by listing the assessed acreages of each individual parcel within the Benefit Area.

**Exhibit D**  
**Certification of Project Costs**  
**East 29<sup>th</sup> Avenue Sewer Extension**

**CITY OF COUNCIL BLUFFS, IOWA**  
**January, 2010**

<u>Project #</u>	<u>Project Name</u>	<u>Costs</u>
FY10-06B	East 29 <sup>th</sup> Avenue Sewer Extension	\$93,540.25
	<b>Total Project Cost</b>	<b>\$93,540.25</b>

**Certification of Project Costs**

---

Greg Reeder, P. E., Director Public Works, City of Council Bluffs, Iowa

**Exhibit E1**  
**Tap-on Fee Schedule**  
**East 29<sup>th</sup> Avenue Sewer Extension**

**CITY OF COUNCIL BLUFFS, IOWA**  
**January, 2010**

1. General Tap-on Fee

Total Project Cost (Exhibit D)	=	\$93,540.25
Total Benefited Acreage (see Parcel Tabulation, Exhibit E2)	=	9.08 acres
	=	$\frac{\$93,540.25}{9.08}$
Tap-on Fee for Benefited Area	=	\$10,301.78/acre

2. East 29<sup>th</sup> Avenue Connection Fee

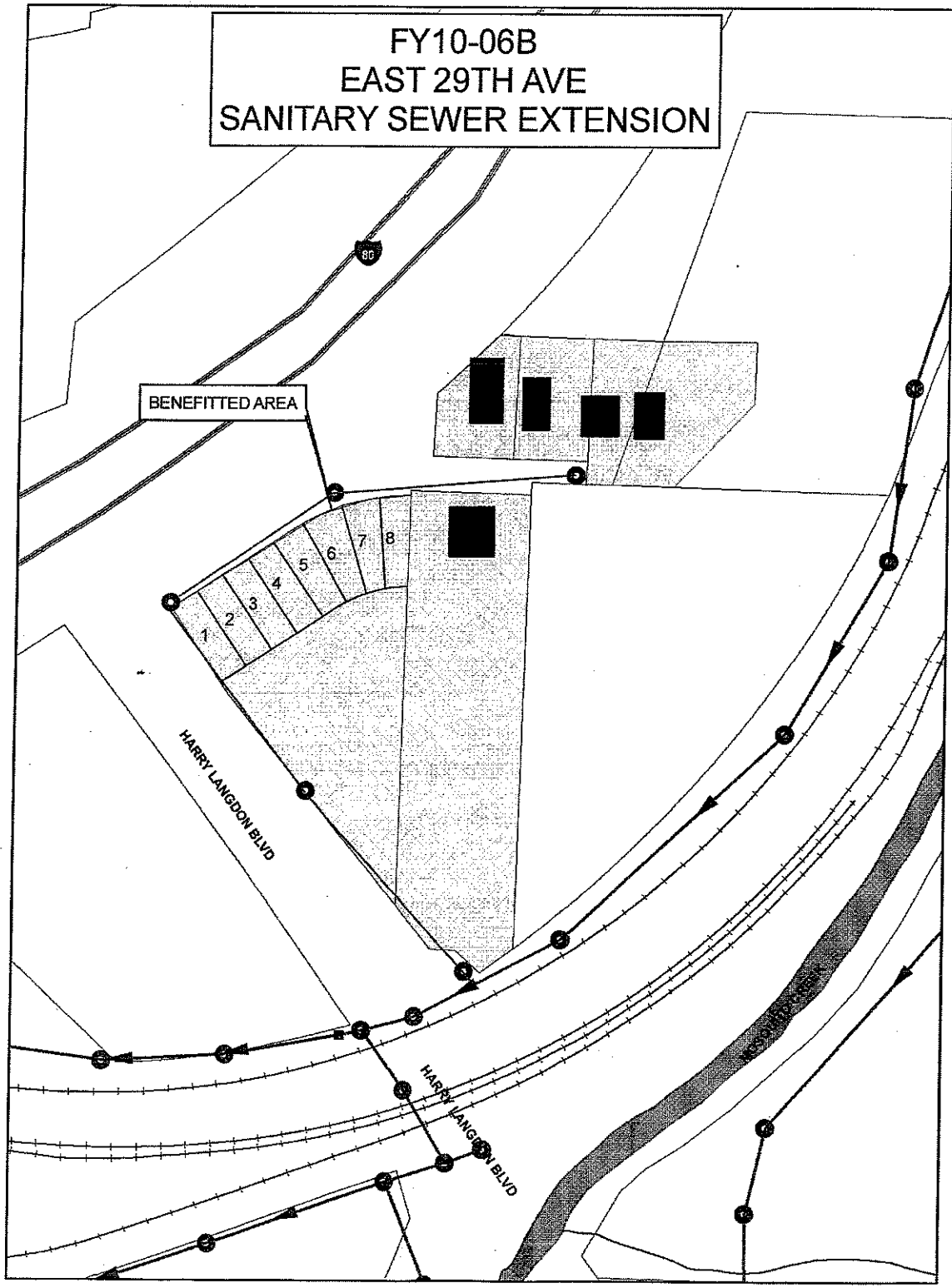
Total acres		9.08 acres
Total Tap-on Fee Due	=	Total acres x tap-on per acre
	=	9.08 x \$10,301.78
Tap-on Fee	=	\$93,540.25
Total Lots Proposed		13
		$\frac{\text{Total tap-on fee}}{\text{Total number of lots}} = \frac{\$93,540.25}{13}$

East 29 <sup>th</sup> Ave. Connection Fee	\$ 7,195.40
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3. Minimum Fee	=	\$ 7,195.40 per connection
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4. Maximum Fee	=	\$10,301.78 per acre
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FY10-06B  
EAST 29TH AVE  
SANITARY SEWER EXTENSION

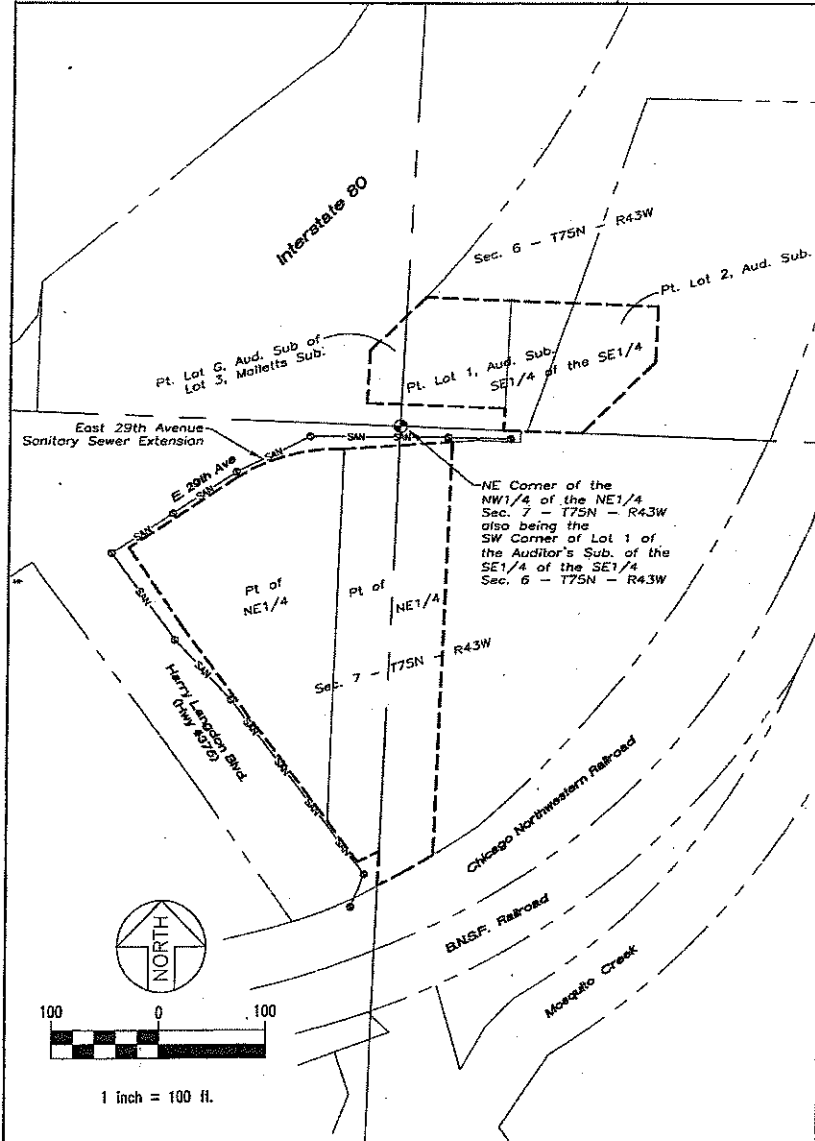




City of Council Bluffs, Iowa

East 29th Avenue Sanitary Sewer Extension

Exhibit B - Plat of Sewer Construction



Drawn: C/JG  
Checked: MWF

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS  
515 West Main Street, Suite 12  
Council Bluffs, Iowa 51503  
712.228.0300

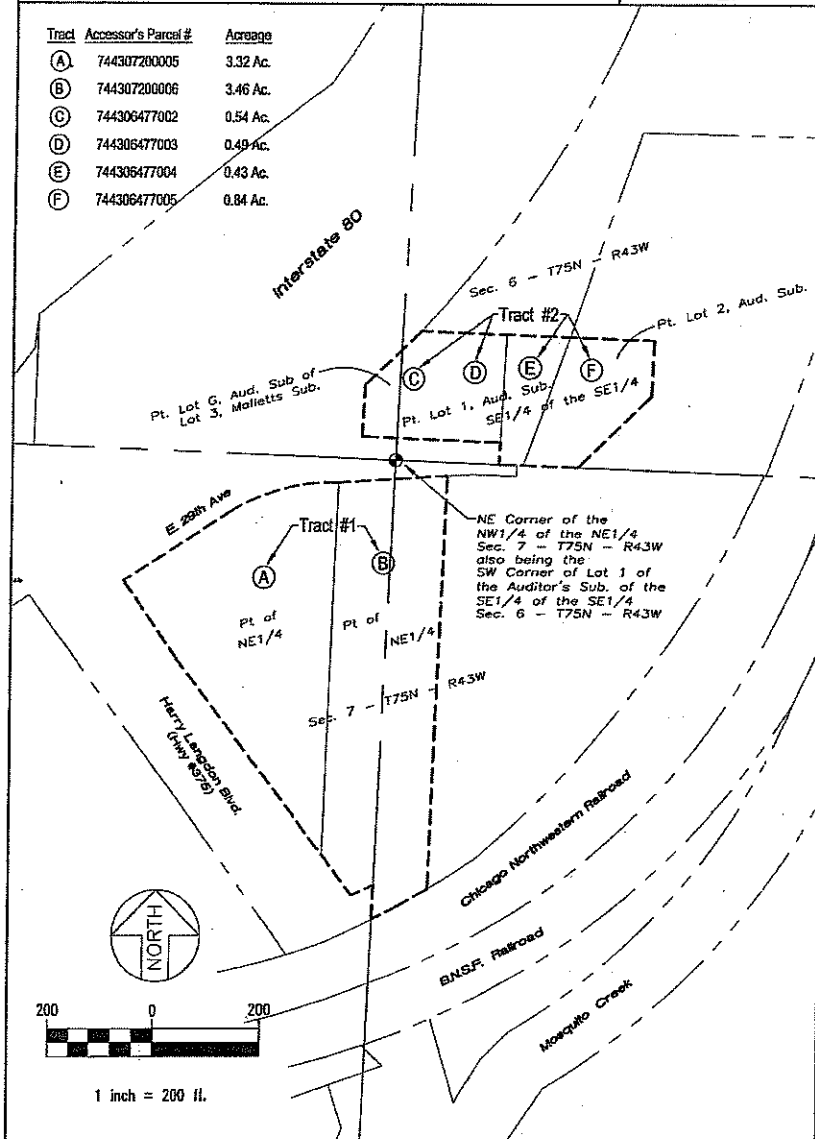
Project No: 05747.003

Date: 12/28/09

Exhibit C1 - Plat of Benefited Area



<u>Tract</u>	<u>Accessor's Parcel #</u>	<u>Acreage</u>
(A)	744307200005	3.32 Ac.
(B)	744307200006	3.46 Ac.
(C)	744306477002	0.54 Ac.
(D)	744306477003	0.49 Ac.
(E)	744306477004	0.43 Ac.
(F)	744306477005	0.84 Ac.



Drawn: C.J.G  
Checked: MWF

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS  
928 Valley View Drive, Suite 12  
Carmel, IN 46032  
717.329.0300

Project No: 05747.003

Date: 12/28/09

# City of Council Bluffs, Iowa

## East 29th Avenue Sanitary Sewer Extension

### Exhibit C2 - Legal Description of Benefited Area



#### Legal Description

Part of Lots 1 and 2 of the Auditor's Subdivision of the Southeast One-Quarter of the Southeast One-Quarter of Section 6, Township 75 North, Range 43 West of the 5th P.M., together with Part of the Northeast One-Quarter of Section 7, Township 75 North, Range 43 West of the 5th P.M., all being in Pottawattamie County, Iowa. Being more particularly described as follows:

#### Tract #1

Beginning at a point which is 97.7 feet east of and 24.6 feet South of the northeast corner of the Northwest One-Quarter of the Northeast One-Quarter of said Section 7, thence South for 748.23 feet to the north line of the Chicago Northwestern Railroad right-of-way; thence southwesterly along said north line on a 1382.94 foot radius curve to the right for 47.14 feet with a long chord bearing South 58°58'23" West for a distance of 47.14 feet; thence North 00°15'52" East for 61.60 feet along the east line of said Northwest One-Quarter of the Northeast One-Quarter; thence South 63°17'18" West for 44.59 feet; thence the following two (2) courses along the east line of Harry Langdon Blvd (Hwy #375) right-of-way: (1) North 40°18'39" West for 537.90 feet (2) North 37°20'06" West for 176.64 feet; thence the following three (3) courses along the southerly line of relocated 29th Avenue right-of-way: (1) North 55°33'34" for 229.18 feet (2) Northeasterly along a 364.3 foot radius curve to the right for 218.85 feet with a long chord bearing North 72°46'47" East for 215.57 feet (3) North 84°12'23" East for 202.13 feet to the Point of Beginning. Above described tract contains 6.78 acres, more or less.

#### Together with

#### Tract #2

Beginning at a point which is 191.3 feet east of the southwest corner of said Lot 1, thence North 40.00 feet; thence West for 255.64 feet along a line 40.00 feet north of and parallel with the south line of said Lot 1; thence North for 94 feet, more or less, along the west line of the East 64.34 feet of Lot G, Auditor's Subdivision of Lot 3, Mallett's Subdivision in the Southwest One-Quarter of the Southeast One-Quarter in said Section 6; thence Northeasterly along the southerly line of Interstate 80 right-of-way; thence East for 426 feet, more or less, along the north line of the South 235 feet of said Lot 1 and the extension of said line; thence South for 100 feet, more or less; thence Southwesterly to the south line of said Lot 2, being 100 feet, more or less, east of the southwest corner of said Lot 2; thence West for 143 feet, more or less, along the south line of said Lots 1 and 2 to the Point of Beginning. Above described tract contains 2.30 acres, more or less.

Combined total area of Tract #1 and Tract #2 is 9.08 acres, more or less.

For the above description the north line of the Northeast One-Quarter of Section 7, Township 75 North, Range 43 West is assumed to bear North 90°00'00" East.

Drawn: CUG  
Checked: MWF

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS  
725 John Van Dine, Suite 12  
Council Bluffs, Iowa 51503  
712.229.3300

Project No: 05747.003

Date: 12/28/09

# City of Council Bluffs, Iowa

## East 29th Avenue Sanitary Sewer Extension

### Exhibit E2 - Tabulation of Benefited Parcels



<u>Tract</u>	<u>Pottawattamie County</u> <u>Assessor's Parcel #</u>	<u>Area (acres)</u>	<u>Owner of Record</u>
(A)	744307200005	3.32	William R. & Judith M. Connor
(B)	744307200006	3.46	Matt Connor
(C)	744306477002	0.54	Curtis M. & Carol J. Edic
(D)	744306477003	0.49	Michael A. Gansans, ETAL
(E)	744306477004	0.43	Edward E. & Darlene J. Chevalier
(F)	744306477005	0.84	Edward Earnest Chevalier

Total Benefited Area: 9.08

Drawn: C/JG  
Checked: MWF

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS  
928 Valley View Blvd., Suite 12  
Council Bluffs, Iowa 51503  
712.229.0300

Project No: 05747.003

Date: 12/28/09

**ORDINANCE NO: 6048**

**AN ORDINANCE TO ESTABLISH TAP-ON FEES FOR THE EAST 29<sup>TH</sup> AVENUE  
SANITARY SEWER EXTENSION AS AUTHORIZED IN CHAPTER 5.25 “TAP-ON  
FEES” OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

- WHEREAS: East 29<sup>th</sup> Avenue from Harry Langdon Blvd. east to terminus has no public sanitary sewer and a sewer extension would benefit both existing and future development; and
- WHEREAS: the City of Council Bluffs will construct the public sanitary sewer in compliance with Chapter 384 Division VI Contract letting Procedures of the Code of Iowa; and that all project costs will be initially financed by essential corporate purpose general obligation bonds; and
- WHEREAS: a map showing the general location of the project area and lot configuration has been prepared and is attached as Exhibit “A” and a project description made apart thereto; and
- WHEREAS: a plat of the sanitary sewer and the properties benefited by this construction has been prepared and is attached as Exhibit “B”; and
- WHEREAS: a legal description of the sanitary sewer to be constructed has been proposed and is attached as Exhibit “C1” and “C2”; and
- WHEREAS: the City Engineer certification of the total cost of the construction has been prepared and is attached as Exhibit “D”; and
- WHEREAS: a calculation of the total area in acres of the property benefited by the construction of the sanitary sewer and a schedule of tap-on fees, calculated on a per acre basis, to be paid by an owner or building permit applicant upon connection to the public utility constructed, has been prepared and is attached as Exhibit “E1” and “E2”; and
- WHEREAS: no property lying within the benefited area of this project is exempt from tap-on fees by virtue of having been previously assessed for sanitary sewer; and
- WHEREAS: this project is consistent with the long range growth plan of Council Bluffs to expand development in this area

NOW, THEREFORE, BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

- SECTION 1. That the tap-on fee ordinance for the East 29<sup>th</sup> Avenue sanitary sewer extension is adopted in accordance with Exhibits "A" through "E2" attached.
- SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 3. Effective date. This ordinance shall be in full force and effect from and after its passage, approval and publication, as by law provided.

PASSED  
AND  
APPROVED \_\_\_\_\_, 2010

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Marcia L. Worden, City Clerk

First Consideration: January 11, 2010  
Second Consideration: January 25, 2010  
Public Hearing: January 25, 2010  
Third Consideration:

## Council Communication

Department: Legal		
Case/Project No.	Resolution No. <u>10-45</u>	Council Action: <u>2/8/2010</u>
Applicant: Richard Wade, City Attorney		
<b>SUBJECT/TITLE</b>		
A Resolution to authorize the continuation of a two percent (2%) franchise fee on the gross receipts from the sale of electric energy, as authorized in Ordinance No. 5880, through June 30, 2014.		
<b>BACKGROUND</b>		
Ordinance No. 5880, passed and approved on April 10, 2006, established franchise fees on the gross receipts from the sale of electric energy. In order to continue the practice of collecting these franchise fees, action to extend the date is necessary.		
<b>RECOMMENDATION</b>		
It is the recommendation of the Mayor to have this resolution approved.		

Richard Wade

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

---

PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503  
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

---

RESOLUTION NO. 10-45

A RESOLUTION TO AUTHORIZE THE CONTINUATION OF A TWO PERCENT (2%) FRANCHISE FEE ON THE GROSS RECEIPTS FROM THE SALE OF ELECTRIC ENERGY, AS AUTHORIZED IN ORDINANCE NO. 5880, THROUGH JUNE 30<sup>TH</sup>, 2014.

WHEREAS, with the passage of Ordinance No. 5880, the City Council for the City of Council Bluffs authorized the collection of a two percent (2%) franchisee fee on the sale of electric energy within the city limits of Council Bluffs; and

WHEREAS, said ordinance contained a sunset provision which would allow the fee to discontinue after four years unless the City Council passed a resolution authorizing its continuation; and

WHEREAS, it is the recommendation of the Mayor that this franchise fee continues to be collected.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the City Council for the City of Council Bluffs, Iowa, by and the passage of this resolution does hereby authorize the continuation of a two percent (2%) franchise fee through June 30<sup>th</sup>, 2014.

ADOPTED  
AND  
APPROVED      February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan,                      Mayor

ATTEST:

\_\_\_\_\_  
Marcia L. Worden,                      City Clerk





## Council Communication

Department: Legal		
Case/Project No.	Resolution No. <u>10-46</u>	Council Action: <u>2/8/2010</u>
Applicant: Richard Wade, City Attorney		
<b>SUBJECT/TITLE</b>		
A Resolution to authorize the continuation of a two percent (2%) franchise fee on the gross receipts from the sale of natural gas, as authorized in Ordinance No. 5881, through June 30 <sup>th</sup> , 2014.		
<b>BACKGROUND</b>		
Ordinance No. 5881, passed and approved on April 10, 2006, established franchise fees on the gross receipts from the sale of natural gas. In order to continue the practice of collecting these franchise fees, action to extend the date is necessary.		
<b>RECOMMENDATION</b>		
It is the recommendation of the Mayor to have this resolution approved.		

Richard Wade

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

RESOLUTION NO. 10-46

A RESOLUTION TO AUTHORIZE THE CONTINUATION OF A TWO PERCENT (2%) FRANCHISE FEE ON THE GROSS RECEIPTS FROM THE SALE OF NATURAL GAS, AS AUTHORIZED IN ORDINANCE NO. 5881, THROUGH JUNE 30<sup>TH</sup>, 2014.

WHEREAS, with the passage of Ordinance No. 5881, the City Council for the City of Council Bluffs authorized the collection of a two percent (2%) franchisee fee on the sale of the natural gas within the city limits of Council Bluffs; and

WHEREAS, said ordinance contained a sunset provision which would allow the fee to discontinue after four years unless the City Council passed a resolution authorizing its continuation; and

WHEREAS, it is the recommendation of the Mayor that this franchise fee continues to be collected.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the City Council for the City of Council Bluffs, Iowa, by and the passage of this resolution does hereby authorize the continuation of a two percent (2%) franchise fee through June 30<sup>th</sup>, 2014.

ADOPTED  
AND  
APPROVED February 8, 2010

\_\_\_\_\_  
Thomas P. Hanafan, Mayor

ATTEST:

\_\_\_\_\_  
Marcia L. Worden, City Clerk

To: Members of the City Council  
From: Art Hill  
Date: December 31, 2009  
RE: Early Redemption of Series 2003 General Obligation Bond

We have the opportunity to call and make early payments on Series 2003 general obligation bonds with maturities ranging from June 1, 2011 to June 1, 2018. The bonds range in value from \$400,000 (June 1, 2011 maturity) to \$535,000 (June 1, 2018 maturity). The interest rates range from 3.25% to 3.875% - increasing as the maturity date goes out further. The total of the bonds which could be called early is \$3.7 million.

We would pay these bonds off earlier by issuing a new series of general obligation bonds in an amount not to exceed \$4.0 million. I'm proposing \$3.8 million. Instead of maturities to 2018 – we would shorten the term to five years. Our advisors at PFM believe shortening the payback term to five years or less will significantly improve the interest rates we would get – most likely ranging from a rate near 1.5% on the low end to 2.9% for the five year bond.

If this indeed the case, we would lower our interest expense for this debt by over \$300,000. The reduced interest expense is a function of both lower interest rates and a short debt term. In addition, we believe this refinancing can happen and not increase the debt service levy in future years because of this transaction.

PFM of Des Moines and Ahlers and Cooney would serve as financial advisors and bond counsel respectively on this deal.

Based on this information, I recommend you set a public hearing on January 25, 2010 to receive public comment on this proposed transaction.

(This Notice to be posted)

### NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Council Bluffs, State of Iowa.

Date of Meeting: February 8, 2010.

Time of Meeting: \_\_\_\_\_ o'clock \_\_\_\_\_.M. (City Officials)  
7:00 o'clock P.M. (City Council)

Place of Meeting: Council Chambers, City Hall, 209 Pearl Street,  
Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Not to Exceed \$4,000,000 (subject to change) General Obligation Refunding Capital  
Loan Notes, Series 2010A.

- Receipt of bids.
- Resolution directing sale.

Such additional matters as are set forth on the additional \_\_\_\_\_ page(s) attached hereto.  
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of  
Iowa

February 8, 2010

The City Clerk of the City of Council Bluffs, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at \_\_\_\_\_ o'clock \_\_.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the notes to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 o'clock P.M. on the above date.

The following persons were present:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

This being the time and place for the opening of bids for the sale of not to exceed \$4,000,000 (subject to change) General Obligation Refunding Capital Loan Notes, Series 2010A, the meeting was opened for the receipt of bids for the notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

4. The best bid was determined to be as follows:

Name & Address of Bidder: \_\_\_\_\_

True Interest Rate: \_\_\_\_\_ %

Net Interest Cost: \$ \_\_\_\_\_

All bids were then referred to the Council for action in accordance with the Official Statement.



February 8, 2010

The City Council of the City of Council Bluffs, State of Iowa, met in  
\_\_\_\_\_ session, in the Council Chambers, City Hall, 209 Pearl Street, Council  
Bluffs, Iowa, at 7:00 o'clock P.M., on the above date. There were present Mayor  
\_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2010A," and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$ \_\_\_\_\_ GENERAL  
OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2010A

WHEREAS, pursuant to notice as required by law, bids have been received at public sale for the notes described as follows and the best bid received is determined to be the following:

\$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING CAPITAL  
LOAN NOTES, SERIES 2010A:

Bidder: \_\_\_\_\_ of \_\_\_\_\_

the terms of said bid being:

Purchase Price: \$ \_\_\_\_\_

True Interest Rate: \_\_\_\_\_ %

Net Interest Cost: \$ \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, STATE OF IOWA:

Section 1. That the bid for the notes as above set out is hereby determined to be the best and most favorable bid received and, the notes are hereby awarded based on the bid.

Section 2. That the statement of information for bidders and the form of contract for the sale of the notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the notes are hereby ratified and approved.

PASSED AND APPROVED this 8th day of February, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

I, the undersigned City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

City Clerk, City of Council Bluffs, State of  
Iowa

(SEAL)

## Council Communication

Department: Police	Resolution No. <u>10-47</u>	Council Action: <u>2/8/2010</u>
A resolution has been prepared to adopt fees charged by the Council Bluffs Police Department. I am requesting that fees be increased for the Services section as well as the Southwest Iowa Training Facility.		
<b>Background/Discussion</b>		
Fees from several law enforcement agencies were compared with our current fees. Those comparisons are attached for your review. The fee increases are necessary to maintain a portion of the actual cost of providing the services to the community.		
<b>Recommendation</b>		
It is my recommendation that the City Council approve the proposed fees.		

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Mayor Signature

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# C O U N C I L   B L U F F S   P O L I C E D E P A R T M E N T

A D M I N I S T R A T I V E   S E R V I C E S

## M E M O R A N D U M

---

**DATE:**

**TO:** Mayor Hanafan & City Council Members

**FROM:** Chief Ralph O'Donnell

**RE:** Increase in Fees

**CC:** File

I am requesting that fees increase for the Services section as well as the Southwest Iowa Training Facility. The fee increase is necessary to maintain a portion the actual cost of providing the services to the community.

I am recommending that the Southwest Iowa Training Center fee be raised to 60.00 per half day and 120.00 per full day. We have added several pieces of equipment to this facility and improved the options an agency may request.

Agencies may safely teach defensive tactics at this facility. Also available to them is the Laser Shot system. This is a "shoot-don't-shoot" simulator.

I am proposing that we charge 60.00 per half day or 120.00 per full day for the defensive tactics or laser shot system.

<u>RANGE FEES</u> <u>Defensive tactics</u> <u>Laser Shot</u>	<u>Current</u>	<u>Proposed for all training opportunities</u>
<u>4 hours (1/2 day)</u>	<u>50.00</u>	<u>60.00</u>
<u>8 hours (full day)</u>	<u>100.00</u>	<u>120.00</u>

An example might be an agency may use the range for ½ day and the defensive tactics a ½ day. Thier charge will be 120.00. This will assist with the cost of the operation of this facility.

Services fees will increase according to the following chart. Several law enforcement agencies are compared to give a better understanding on why we need to increase our fee structure.

	<u>Bellevue Police</u>	<u>Sarpy Co Sherriff</u>	<u>Omaha Police</u>	<u>Douglas County</u>	<u>CBPD Current</u>	<u>CBPD Proposed</u>
<u>Reports</u>	<u>10.00</u>	<u>5.00</u>	<u>5.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>
<u>Supplement Reports</u>	<u>0.50 Per page</u>	<u>N/A</u>	<u>n/a</u>	<u>20.00 + .05 to .10 per page</u>	<u>0.50 Per page</u>	<u>0.50 Per page</u>
<u>Photos</u>	<u>30.00 /CD Only</u>	<u>30.00 /CD Only</u>	<u>8.00 photo 1-25 5.00 per photo 26+</u>	<u>50.00 /CD Only</u>	<u>15.00 + Actual Processing Fee</u>	<u>25.00 + Actual Processing Fee</u>
<u>DVD</u>	<u>30.00</u>	<u>30.00</u>	<u>20.00</u>	<u>50.00</u>	<u>15.00</u>	<u>30.00</u>
<u>VHS</u>	<u>30.00</u>	<u>30.00</u>	<u>20.00</u>	<u>50.00</u>	<u>15.00</u>	<u>30.00</u>
<u>Cassette</u>	<u>30.00</u>	<u>30.00</u>	<u>20.00</u>	<u>50.00</u>	<u>5.00</u>	<u>30.00</u>
<u>Fingerprints</u>	<u>15.00 plus 5.00 extra card</u>	<u>15.00 plus 5.00 extra card</u>	<u>15.00 plus 5.00 extra card</u>	<u>15.00 plus 5.00 extra card</u>	<u>10.00 plus 3.00 extra card</u>	<u>15.00 plus 5.00 extra card</u>
<u>Tow In Ad Fees</u>	<u>30.00</u>	<u>5.00 plus 10.00 admin fee</u>	<u>45.77</u>	<u>45.77</u>	<u>20.00</u>	<u>35.00</u>
<u>Records check</u>	<u>10.00</u>	<u>10.00</u>	<u>7.00</u>	<u>10.00</u>	<u>5.00</u>	<u>10.00</u>
<u>Vault Fees</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>15.00</u>	<u>20.00</u>

Respectfully Submitted

Ralph O'Donnell

RESOLUTION NO. 10-47

A RESOLUTION to adopt fees charged by the Council Bluffs Police Department.

WHEREAS, it is the recommendation of the Police Chief that fees for the Council Bluffs Police Department be adopted as follows:

RANGE FEES Defensive tactics Laser Shot	Current	Proposed for all training opportunities
4 hours (1/2 day)	50.00	60.00
8 hours (full day)	100.00	120.00
Reports	10.00	10.00
Supplement Reports	.50 per page	.50 per page
Photos	15.00 + actual processing fee	25.00 + actual processing fee
DVD	15.00	30.00
VHS	15.00	30.00
Cassette	5.00	30.00
Fingerprints	10.00 + 3.00 extra card	15.00 + 5.00 extra card
Tow In Ad Fees	20.00	35.00
Records Check	5.00	10.00
Vault Fees	15.00	20.00

WHEREAS, after study and consideration, this City Council deems the proposed fees to be in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That fees charged by the Council Bluffs Police Department shall be as set forth above; and

BE IT FURTHER RESOLVED



That the City Clerk is hereby authorized and directed to amend the schedule of fees to reflect these charges.

ADOPTED  
AND  
APPROVED

February 8, 2010

\_\_\_\_\_  
THOMAS P. HANAFAN Mayor

Attest:

\_\_\_\_\_  
MARCIA L. WORDEN City Clerk

## COUNCIL COMMUNICATION

Department: Public Works Ordinance No. \_\_\_\_\_ First Reading February 8, 2010  
Case/Project No.: FY11-16 Resolution No. 10-48  
Applicant: Matthew Cox, City Engineer

### SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with HDR for engineering services in connection with the I-80 Sanitary Pump Station Rehabilitation. Project #FY11-16.

### BACKGROUND/DISCUSSION

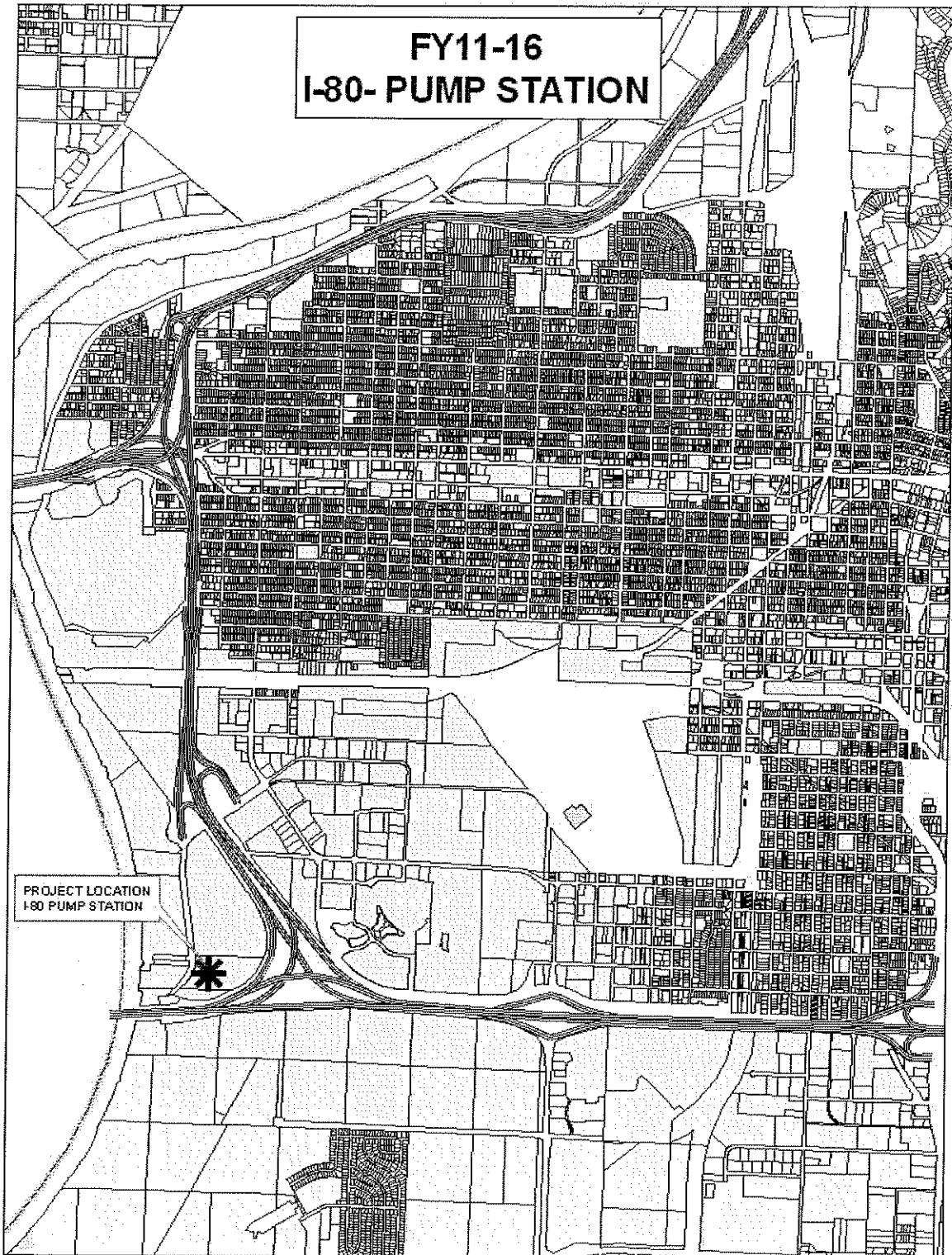
- Significant sewer backups in the 1980's, resulted in a sanitary sewer rehabilitation program effort starting in 1987. Program efforts included comprehensive flow monitoring and computer modeling studies. During high intensity rainfalls, the city experiences excessive flows caused by inflow and infiltration (I/I). The initial study determined the magnitude of the I/I problem and provided direction for future sewer rehabilitation projects. The goals for the program include:
  - Eliminate backups
  - Eliminate bypass to streams
  - Reduce emergency repairs by improving the system structurally.
- Significant sewer work on the west side has dramatically decreased basement backups, bypasses, and emergency repair. However, bypassing storm event flows still occurs at 6<sup>th</sup> Avenue Pump Station.
- Environmental Protection Agency (EPA) has recently reevaluated the city's bypass and has begun the process of requiring further accountability of discharges associated with its operation. Ultimately EPA will require a plan be submitted to reduce or eliminate all system bypass.
- I-80 Pump Station was placed into service in early 1970s with only minor electrical and mechanical work completed in mid 1990s.
- HDR will flow monitor and inspect the I-80 pump station electrical and mechanical systems, provide a computer model of the I-80 upland contributing basins and downstream I-80 force main, and make recommendations to update the station and to further reduce or eliminate bypasses. Once the recommendations are established, HDR will design the improvements for I-80 Pump Station.
- This project is identified as FY11-16 in the CIP and is funded with \$350K of General Obligation Bonds.

### RECOMMENDATION

Approval of this resolution.

**FY11-16  
I-80- PUMP STATION**

PROJECT LOCATION  
I-80 PUMP STATION



## **MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Council Bluffs, Iowa, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on FY11-16 Interstate 80 Pump Station Rehabilitation; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

### **SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

### SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

### SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

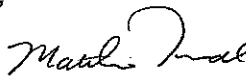
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ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_



NAME: \_\_\_\_\_

Matthew B. Tondl, P.E.

TITLE: \_\_\_\_\_

Senior Vice President

ADDRESS: \_\_\_\_\_

8404 Indian Hills Drive  
Omaha, NE 68114

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Council Bluffs, Iowa, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated \_\_\_\_\_, 20\_\_\_\_, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

- PART 1.0     PROJECT DESCRIPTION:
- PART 2.0     SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
- PART 3.0     OWNER'S RESPONSIBILITIES:
- PART 4.0     PERIODS OF SERVICE:
- PART 5.0     PAYMENTS TO ENGINEER:
- PART 6.0     OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**HDR Engineering, Inc.**  
**Terms and Conditions for Professional Services**

**1. STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2. INSURANCE**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability Insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability Insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability Insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

**5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

**6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.



#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by

law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controlling over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**RESOLUTION 10-48**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
HDR FOR ENGINEERING SERVICES  
IN CONNECTION WITH THE  
I-80 SANITARY PUMP STATION REHABILITATION STUDY  
FY11-16**

WHEREAS, the city wishes to make improvements known as the I-80 Sanitary Pump Station Rehabilitation Study, within the city, as therein described; and

WHEREAS, HDR has submitted an agreement to provide engineering services for the work necessary for said study; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with HDR for engineering services relative to the I-80 Sanitary Pump Station Rehabilitation Study.

ADOPTED  
AND  
APPROVED

February 8, 2010

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Thomas P. Hanafan, Mayor

ATTEST:

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Marcia L. Worden, City Clerk